

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

COMPASS BANK, successor in interest to
Texas State Bank

Plaintiff,

vs.

SUNBELT MULTIMEDIA CO.,
MULTIMEDIA ASSOCIATES, LTD., KTLM
TV, INC., GUTIERREZ OIL COMPANY,
AND ADVERTISING
EXECUTIVES, LLC

Defendants.

CIVIL ACTION NO. 4:11-CV-00964

FINAL JUDGMENT

This action was filed by Plaintiff Compass Bank, as successor in interest to Texas State Bank ("Plaintiff"), in 2011 against Defendants Sunbelt Multimedia Co. ("Sunbelt"), Multimedia Associates, Ltd. ("Multimedia"), KTLM TV, Inc. ("KTLM"), Gutierrez Oil Company ("Gutierrez"), and Advertising Executives, LLC ("AdEx") (collectively "Defendants")

See Dkt. No. 1 & Dkt. No. 23.

In September 2012, the Court appointed a receiver over certain collateral and to market certain assets. *Dkt. No. 50.*

Plaintiff dismissed its claims against Vale in December 2012. *Dkt. No. 53.*

On November 13, 2014, in its Memorandum Opinion and Order Granting Motion for Summary Judgment ("MSJ Order"), this Court granted Plaintiff's Motion for Summary Judgment against Defendants on its claims for breach of certain promissory notes and guaranty agreements and a lease. However, the MSJ Order did not resolve all of the claims asserted in the current live pleading. *Dkt. No. 82.*

In December 2014, the Court dismissed Plaintiff's remaining claims against Defendants.

Dkt. No. 84.

In March 2015, the Court ordered the termination of Defendants. *Dkt. No. 87.* Also in March 2015, the Court discharged the receiver and approved his actions, and Plaintiff submitted its Application for Award of Attorneys' Fees.

Now, pursuant to the MSJ Order and the Order Granting Plaintiff's Application for Award of Attorneys' Fees:

IT IS ORDERED, ADJUDGED, AND DECREED that Plaintiff have and recover of and from Sunbelt, KTLM, Multimedia, and AdEx, jointly and severally, the sum of \$437,806.30 in expenses associated with the promissory note dated May 21, 1999, and the associated guaranties. Further, Plaintiff shall recover pre-judgment interest through the day before the date this judgment is signed, which amounts to \$13,673.95 through March 10, 2015, plus \$71.97 per diem in interest from March 11, 2015, until the day before the date this judgment is signed. Further, Plaintiff shall recover post-judgment interest on the foregoing amounts at the judgment rate of 0.25 percent from the date of judgment until paid.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff shall have and recover of and from Multimedia, Sunbelt, KTLM, and AdEx, jointly and severally, the sum of \$403,336.40 in connection with the promissory note dated October 20, 2004, and the associated guaranties. Further, Plaintiff shall recover expenses of \$1,383.50. Further, Plaintiff shall recover pre-judgment interest through the day before the date this judgment is signed, which amounts to \$247,242.97 through March 10, 2015, plus \$72.82 per diem in interest from March 11, 2015, until the day before the date this judgment is signed. Further, Plaintiff shall

recover post-judgment interest on the foregoing amounts at the judgment rate of 0.25 percent from the date of judgment until paid.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff shall have and recover of and from Gutierrez, Sunbelt, Multimedia, KTLM, and AdEx, jointly and severally, the sum of \$711,290.03 in connection with the promissory note dated May 17, 2004, and the associated guaranties. Further, Plaintiff shall recover pre-judgment interest through the day before the date this judgment is signed, which amounts to \$267,563.96 through March 10, 2015, plus \$118.55 per diem in interest from March 11, 2015, until the day before the date this judgment is signed. Further, Plaintiff shall recover post-judgment interest on the foregoing amounts at the judgment rate of 0.25 percent from the date of judgment until paid.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff shall have and recover of and from Gutierrez, Sunbelt, Multimedia, and AdEx, jointly and severally, the sum of \$1,374,297.09 in connection with the promissory note dated November 23, 2004, and the associated guaranties. Further, Plaintiff shall recover pre-judgment interest through the day before the date this judgment is signed, which amounts to \$427,828.01 through March 10, 2015, plus \$219.51 per diem in interest from March 11, 2015, until the day before the date this judgment is signed. Further, Plaintiff shall recover post-judgment interest on the foregoing amounts at the judgment rate of 0.25 percent from the date of judgment until paid.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff shall have and recover of and from Gutierrez, Sunbelt, Multimedia, and AdEx, jointly and severally, the sum of \$469,251.34 in connection with the promissory note dated June 17, 2005, and the associated guaranties. Further, Plaintiff shall recover pre-judgment interest through the day before the date this judgment is signed, which amounts to \$250,552.66 through March 10, 2015,

plus \$91.24 per diem in interest from March 11, 2015, until the day before the date this judgment is signed. Further, Plaintiff shall recover post-judgment interest on the foregoing amounts at the judgment rate of 0.25 percent from the date of judgment until paid.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff shall have and recover of and from Sunbelt, KTLM, Multimedia, and AdEx, jointly and severally, the sum of \$1,030,129.84 in connection with the lease agreement dated September 22, 1999, and the associated guaranties. Further, Plaintiff shall recover pre-judgment interest through the day before the date this judgment is signed, which amounts to \$153,290.27 through March 10, 2015, plus \$169.34 per diem in interest from March 11, 2015, until the day before the date this judgment is signed. Further, Plaintiff shall recover post-judgment interest on the foregoing amounts at the judgment rate of 0.25 percent from the date of judgment until paid.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff shall have and recover of and from Sunbelt, KTLM, Multimedia, Gutierrez, and AdEx, jointly and severally, \$647,783.32 as reasonable compensation for actual, necessary legal services and \$32,351.81 as reimbursement of actual, necessary and recoverable expenses in connection with professional services rendered by Jackson Walker, LLP as attorneys to the Plaintiff. Further, if Defendants appeal to the court of appeals and that appeal is unsuccessful, Plaintiff shall be entitled to the additional sum of \$20,000.00 for reasonable and necessary attorneys' fees for that appeal. Further, if Defendants appeal to the United States Supreme Court and that appeal is unsuccessful, Plaintiff shall be entitled to the additional sum of \$35,000.00 for reasonable and necessary attorneys' fees for that appeal. Plaintiff shall recover post-judgment interest on such amounts at the judgment rate of 0.25 percent from the date of judgment until paid.

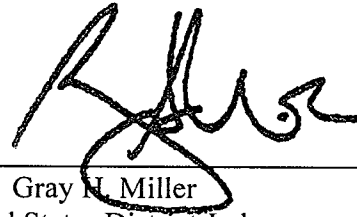
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff have and recover of and from Defendants, jointly and severally, all Costs of Court, and Plaintiff shall recover post-judgment interest on such amounts at the judgment rate of 0.25 percent from the date of judgment until paid.

The Court has resolved all claims against all parties.

This Order is appealable.

IT IS SO ORDERED.

Signed on 3-31, 2015, at Houston, Texas.

A handwritten signature in black ink, appearing to read "Gray H. Miller", is written over a horizontal line.

Gray H. Miller
United States District Judge